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COMMERCE COMMISSION

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ILLINOIS COMMERCE COMMISSION
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Docket No. 06-0370

REBUTTAL TESTIMONY

OF

KATHY ANN BARTH

COMPLAINANT

Carbondale, Illinois

January 19, 2007

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1 **Q. Please state your name.**

2 A. My name is Kathy Ann Barth.

3 **Q. Are you the complainant in this matter?**

4 A. Yes.

5 **Q. What is the purpose of your rebuttal testimony?**

6 A. The purpose of my testimony is to respond to the prepared testimony
7 of Robin L. Hadley, which she gave on behalf of AmerenCIPS.

8 **Q. Did you read and review Ms. Hadley's testimony before**
9 **presenting your testimony today?**

10 A. Yes.

11 **Q. Please provide, generally, your thoughts concerning Ms. Hadley's**
12 **testimony?**

13 A. I want to point out that Ms. Hadley's testimony attempts to make my
14 simple grievance more complicated. This case is NOT about identity theft. No one
15 stole my identity in this matter, and I did not steal anyone else's identity. No money
16 or power was stolen from AmerenCIPS. Only I lost money and power. This case is
17 about AmerenCIPS terminating service for no valid reason. This case is about
18 AmerenCIPS not treating a long term customer with respect. This case is about
19 AmerenCIPS not acting in good faith and in a fair manner toward a long term
20 customer who did nothing wrong. This case is about AmerenCIPS not having
21 policies and procedures that are just and reasonable when it comes to its mere
22 suspicions of wrong doing. This case is about AmerenCIPS terminating a
23 customer's service when the account is not past due and where no termination

24 notice for non-payment had been served on the customer. This case is about
25 AmerenCIPS treating me as a wrongdoer from the start, finding me guilty of
26 wrongdoing, and punishing me though I was never presented the facts and reasons
27 supporting AmerenCIPS' conclusions and an opportunity to contest those facts and
28 reasons prior to AmerenCIPS making the unilateral determination to terminate my
29 service.

30 **Q. Please continue.**

31 A. Though I was innocent of any wrongdoing from the start of this matter,
32 AmerenCIPS forced me, a low income mother and employed worker just trying to
33 get by, to defend myself though I was never told any facts and reasons supporting
34 even an allegation that I did something wrong. And, when I asked for the facts and
35 reasons, I was told nothing meaningful about the allegations being made against
36 me. Evidently, Ms. Hadley and AmerenCIPS do not grasp or do not want to accept
37 concepts that are fundamental in the United States. In this country, I am presumed
38 innocent until I am proven guilty after a full and fair opportunity to know the
39 accusations being made against me and to confront my accusers. I was not given
40 that opportunity. It was assumed that I was doing something wrong and
41 AmerenCIPS sent me a disconnect notice to take effect 8 days later unless I
42 complied with its demands for information and defended myself. Ms. Hadley and
43 AmerenCIPS need to understand the extreme distress and hardship it can cause a
44 customer when mere suspicion is transformed into the guilt and punishment without
45 cause. It is difficult for me to understand why AmerenCIPS does not get this. When
46 I ask for the facts and reasons, I am simply and rudely told: "fax the documents or be

47 disconnected.” Though I have limited means and AmerenCIPS is a multimillion
48 dollar corporation, I was the one who has to spend time and money and work to
49 prove my innocence though I was never told the reasons and facts that forced me do
50 this work. AmerenCIPS could have easily and cheaply figured this out. Consistent
51 with its own policy (See AmerenCIPS Ex. 1.2, section III.A.1., page 5), a friendly
52 letter asking for records to be updated because a neighbor called and reported
53 suspicious activity near the power boxes would have resulted in AmerenCIPS
54 transforming its erroneous suspicions into clear evidence showing no wrongdoing
55 and NO need to send a termination notice to anyone.

56 **Q. Ms. Hadley stated in her testimony that you fail “to grasp” the**
57 **needs of AmerenCIPS’ and its customers surrounding the crime of identity**
58 **theft. Is this true?**

59 A. Not at all. In fact, sometime ago my son’s identity was stolen and this
60 caused us to learn all about identity theft. I am very afraid of identity theft and I
61 know AmerenCIPS and its customers need to be concerned and take all necessary
62 and reasonable precautions. In fact, I shred or burn all of my discarded mail and
63 anything that could assist identity theft. I fully grasp these needs. While the FTC
64 report attached to Ms. Hadley’s testimony and her comments concerning the fraud
65 packets, the cost of identity theft, and so on were interesting and frightening, this
66 information was not necessary in order for me to appreciate this crime and its
67 prevalence. But, there are many crimes being committed everyday, yet we do not
68 as a society abandon basic due process principles requiring meaningful notice of the
69 charges and an opportunity to refute the charges before a punishment kicks in.

70 Even an arrest and temporary confinement requires probable cause. Mere
71 suspicion is not enough to trigger a punishment. AmerenCIPS only had a suspicion.

72 **Q. Did Ms. Hadley correctly understand your point that a simple**
73 **telephone call would have been possible and helpful?**

74 A. Not at all. My point was NOT that AmerenCIPS call and ask if I am
75 committing identity theft or ask me who I am, etc. My point was that AmerenCIPS
76 could have easily figured out what was going on with a simple request over the
77 telephone or by a friendly letter requesting identification information and pointing out
78 to me that a neighbor had called concerning my son being near the meters (and
79 whatever else she said) and that an investigation into my account had discovered
80 certain facts (which I am told) raising a question concerning who was getting service,
81 whose name the service was in, and the fear that a crime was being committed. A
82 deadline for supplying the information and documents by fax transmission could
83 have been established with the promise that if the deadline was not met then a
84 termination notice with a final deadline would be served. That would be a fair and
85 reasonable procedure.

86 **Q. How would you have responded to this request for information?**

87 A. I would have told them that my son did live with me at Lot 33 and they
88 could come and see for themselves that there was no problem with or theft of the
89 meter. I would have told them that my neighbor is a chronic complainer who makes
90 false charges like this one all the time. I would have reminded them that the Elkhaville
91 address they had for me had burned to the ground and AmerenCIPS' personnel had
92 been there to shut-off the power and take care of the power lines. No one could live

at that address because, as AmerenCIPS knew, there was no livable house there any longer. AmerenCIPS would have then checked their records or simply visited the Elkhaville location and discovered that I was telling the truth about the fire and that no one was getting service at the Elkhaville address. As far as the Equifax report is concerned, I have never seen such a report so I don't know why it does not have my current address and still has the address that burned.

Q. Knowing what you know now, do you understand why AmerenCIPS was concerned that identity theft might be going on here?

A. No. Even if my neighbor called and made the claims about my son (stealing the meter and living with me) and the Equifax report is accurately being represented (we did not receive a copy in response to our data requests), I do not know how AmerenCIPS could conclude a termination notice was a reasonable and necessary response. This is especially confusing for me because AmerenCIPS' own records did not show service at the time at the Elkhaville address so there was no overlap of service addresses under my name, AmerenCIPS' own records should show an emergency call and disconnection of service because of a fire at the Elkhaville address, and there has been no service since the fire at the Elkhaville address. In addition, AmerenCIPS sent an employee to my address at Lot 33 and saw that no meter was missing, so learned that my neighbor was obviously not being truthful. Since I am allowed to have my son live with me, that claim means nothing. Given all this, I do not understand why there was any suspicion let alone a valid reason for sending me a termination notice.

115 **Q. Do you understand Ms. Hadley's testimony where she explains**
116 **AmerenCIPS' fear that if it revealed the name of a whistle blower, this would**
117 **make that person vulnerable to retribution?**

118 A. No. First, AmerenCIPS admits it sometimes shares the source or
119 basis for its concern. Second, people who report criminal behaviors are already
120 protected by law from crimes of retaliation like threats, assaults, and worse. Third,
121 when a person accuses someone else of a crime, that person has to be prepared to
122 testify, be cross examined, and otherwise to stand behind their accusations. No one
123 should be punished or disadvantaged in anyway based on what essentially is an
124 anonymous report. How can there be any kind of accountability unless the reporter
125 is identified? This case is the perfect example where a neighbor with a dispute
126 enlists the cooperation of AmerenCIPS to unjustifiably accuse Ms. Barth of
127 wrongdoing. AmerenCIPS is acting more concerned with protecting the lying
128 "whistle blower" than protecting the rights of a law abiding, innocent customer who
129 pays her bill. All of AmerenCIPS' customers deserve better.

130 **Q. Does this conclude your testimony?**

131 A. Yes.

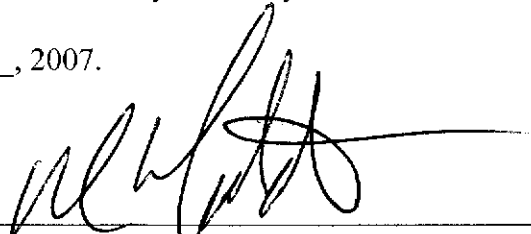
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STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

KATHY BARTH,)
)
Complainant,)
)
vs.) No. 06-0370
)
CENTRAL ILLINOIS PUBLIC SERVICE CO.,)
d/b/a AmerenCIPS,)
)
Respondent.)

NOTICE OF FILING AND PROOF OF SERVICE

The undersigned hereby certifies that he forwarded to the Chief Clerk of the Illinois Commerce Commission for filing in the above captioned matter the Rebuttal Testimony of Kathy Ann Barth and served by depositing the same in the United States mail in Carbondale, Illinois, a true and correct copy of the direct testimony enclosed in an envelope with postage fully prepaid and plainly addressed to ALJ John Albers, Illinois Commerce Commission, 527 East Capitol Ave, Springfield, IL. 62701 and Edward C. Fitzhenry, Attorney at Law, Managing Associate General Counsel, Ameren Services Company, P O Box 66149 (MC 1310), St. Louis MO 63166-6149 and by emailing to Judge Albers and Attorney Fitzhenry and their email of record on this 19th day of JAN, 2007.



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